

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
21st Century Community Learning Centers (21st CCLC)
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER DOE 2018-03

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I. Overview

The State of Delaware Department of Education, seeks professional services to enter purpose for solicitation. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: September 26, 2017
Deadline for Questions	Date: December 1, 2017
Response to Questions Posted by:	Date: December 8, 2017
Deadline for Receipt of Proposals (Time)	Date: January 10, 2018 at 2:00 PM (Local Time)
Estimated Notification of Award	Date: March 2018

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For

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technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

PREBID MEETING

A pre-bid meeting has been established for this Request for Proposal. The optional 21st CCLC Technical Assistance Meeting will be on Tuesday, September 26, 2017 from 1 – 3:30 PM at the Delaware Department of Education; Collette Education Resource Center Conference Room A; 35 Commerce Way, Ste 1; Dover, DE 19904.

II. Scope of Services

Scope of Services are outlined in Appendix B (2018 Subgrant Application) which is attached to this RFP.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. (Any other minimum criteria required)

B. General Evaluation Requirements

Evaluation Requirements are outlined in Appendix B (2018 Subgrant Application) which is attached to this RFP.

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IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at: <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home> and the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Meaghan Brennan

Education Associate, Financial Reporting and Contracting

Delaware Department of Education

401 Federal St, Ste 2

Dover, DE 19901

Email: Meaghan.Brennan@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies and three (3) electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

Applications submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines:

- Typewritten;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time) on January 10, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Meaghan Brennan
Education Associate, Financial Reporting and Contracting
Delaware Department of Education
401 Federal St, Ste 2
Dover, DE 19901**

Vendors are directed to clearly print “BID ENCLOSED” and “RFP # DOE-2018-03 - 21st Century Community Learning Centers” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor’s conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the

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content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of

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the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

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Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **December 1, 2017**. All questions should be posted on DDOE's website at: <https://www.doe.k12.de.us/domain/95>. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by the date of **December 8, 2017**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

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This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website <https://www.doe.k12.de.us/domain/95> and the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The

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Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § [6986](#).

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria Weight are outlined in Appendix B (2018 Subgrant application) which is attached to this RFP.

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

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4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

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- a. The term of the contract between the successful bidder and the State shall be for **one (1)** year with **four (4)** possible extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in

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response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

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It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges

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and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Meaghan Brennan
Education Associate, Financial Reporting and Contracting
Delaware Department of Education
401 Federal St, Ste 2
Dover, DE 19901**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the

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vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability

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\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

- ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate

c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

I. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision

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shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Enter Agency Name.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

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v. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(q\)](#) for applicable established provisions.

However, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

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Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local

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ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

dd. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <http://state.extranet.dti.state.de.us/documents/SystemArchitectureStandard.pdf>. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

ee. Accessibility Standards

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free

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of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with the Department's [published accessibility standards](#).

ff. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

gg. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

hh. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such

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litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ii. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOE 2018-03** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

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- 12. Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 13. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form

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- Attachment 7 – Subcontracting (2nd Tier Spend) Report
- Attachment 8 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICIATION.
- Attachment 9 – Delaware Department of Education Standard Contract Template
- Appendix A – Minimum Response Requirements
- Appendix B – Delaware 21st Century Community Learning Centers 2018 Subgrant Application Cohort 16

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachment 7 represents required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 7.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE 2018-03

Contract Title: 21st Century Community Learning Centers

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: DOE 2018-03 Error! Reference source not found.
CONTRACT TITLE: 21st Century Community Learning Centers
DEADLINE TO RESPOND: January 10, 2018 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Enter Agency Name.

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. **DOE 2018-03**
Contract Title: **21st Century Community Learning Centers**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. <u>DOE 2018-03</u>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 7

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

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Attachment 8

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.
AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED**

Delaware Department of Education Contract

DOE 2018-03

Contract Title: **21st Century Community Learning Centers**

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on _____, **20**____, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and VENDOR, (Vendor).

WHEREAS, DDOE desires to obtain certain services to _____; and

WHEREAS, **Error! Reference source not found.** desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and **Error! Reference source not found.** represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and **Error! Reference source not found.** agree as follows:

1. Services.

1.1 **Error! Reference source not found.** shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix; and (c) **Error! Reference source not found.**'s response to the request for proposals, attached hereto as Appendix _____. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by **Error! Reference source not found.** shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify **Error! Reference source not found.**, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by **Error! Reference source not found.** for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 **Error! Reference source not found.** will not be required to make changes to its scope of work that result in **Error! Reference source not found.**'s costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

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2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through _____, 20_____.

2.2 DDOE will pay **Error! Reference source not found.** for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix ____.

2.3 DDOE's obligation to pay **Error! Reference source not found.** for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by **Error! Reference source not found.** and it shall be **Error! Reference source not found.**'s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to \$____.

2.4 **Error! Reference source not found.** shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide **Error! Reference source not found.** a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle **Error! Reference source not found.** to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to **Error! Reference source not found.**.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by **Error! Reference source not found.**. If an Appendix specifically provides for expense reimbursement, **Error! Reference source not found.** shall be reimbursed only for reasonable expenses incurred by **Error! Reference source not found.** in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to **Error! Reference source not found.** all damages, costs and expenses caused by **Error! Reference source not found.**'s negligence, resulting from or arising out of errors or omissions in **Error! Reference source not found.**'s work products, which have not been previously paid to **Error! Reference source not found.**.

2.8 Invoices shall be submitted to:

3. Responsibilities of **Error! Reference source not found.**

3.1 **Error! Reference source not found.** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by **Error! Reference source not found.**, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, **Error! Reference source not found.** shall follow practices consistent with generally accepted professional and technical standards. **Error! Reference source not found.** shall be responsible for ensuring that all services, products and deliverables furnished

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pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, **Error! Reference source not found.** shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. **Error! Reference source not found.** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Error! Reference source not found.**'s failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of the DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless vendor has an exception in writing. Reviewable issues are permitted. Vendor may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of the vendor to remediate.

3.3 It shall be the duty of the **Error! Reference source not found.** to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. **Error! Reference source not found.** will not produce a work product that violates or infringes on any copyright or patent rights. **Error! Reference source not found.** shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.4 Permitted or required approval by DDOE of any products or services furnished by **Error! Reference source not found.** shall not in any way relieve **Error! Reference source not found.** of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of **Error! Reference source not found.**'s services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and **Error! Reference source not found.** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Error! Reference source not found.**'s performance or failure to perform under this Agreement.

3.5 **Error! Reference source not found.** shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by **Error! Reference source not found.**'s associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
---------	------	-------	--------------------------

3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, **Error! Reference source not found.** will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If **Error! Reference source not found.** fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of **Error! Reference source not found.** is unsuitable to DDOE for good cause, **Error! Reference source not found.** shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

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3.7 **Error! Reference source not found.** shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.8 **Error! Reference source not found.** agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.9 **Error! Reference source not found.** has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.10 **Error! Reference source not found.** will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.11 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.12 Fair Background Check Practices - Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

However, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

4. Time Schedule.

4.1 A project schedule is included in Appendix.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that **Error! Reference source not found.** fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix.

5. State Responsibilities.

5.1 In connection with **Error! Reference source not found.**'s provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with **Error! Reference source not found.** in the performance of services under this Agreement and will be available for consultation with **Error! Reference source not found.** at such reasonable times with advance notice as to not conflict with their other responsibilities.

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5.3 The services performed by **Error! Reference source not found.** under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform **Error! Reference source not found.** by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to **Error! Reference source not found.** It is understood that DDOE's representatives' review comments do not relieve **Error! Reference source not found.** from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by **Error! Reference source not found.** as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

Error! Reference source not found. shall return any original data provided by DDOE.

5.6 DDOE shall assist **Error! Reference source not found.** in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 **Error! Reference source not found.** will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use **Error! Reference source not found.**'s name, either express or implied, in any of its advertising or sales materials. **Error! Reference source not found.** reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by **Error! Reference source not found.** for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. **Error! Reference source not found.** shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 **Error! Reference source not found.** retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which **Error! Reference source not found.** retains title, whether individually by **Error! Reference source not found.** or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the

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forementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall **Error! Reference source not found.** be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, **Error! Reference source not found.** shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by **Error! Reference source not found.** prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of **Error! Reference source not found.** even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 **Error! Reference source not found.** warrants that its services will be performed in a good and workmanlike manner. **Error! Reference source not found.** agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by **Error! Reference source not found.** for DDOE in connection with the provision of the Services, **Error! Reference source not found.** shall pass through or assign to DDOE the rights **Error! Reference source not found.** obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 **Error! Reference source not found.** shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the **Error! Reference source not found.**, its agents or employees, or (B) **Error! Reference source not found.**'s breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) **Error! Reference source not found.** shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) **Error! Reference source not found.** shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

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9.2 If DDOE promptly notifies **Error! Reference source not found.** in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, **Error! Reference source not found.** will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. **Error! Reference source not found.** will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by **Error! Reference source not found.**; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by **Error! Reference source not found.**; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in **Error! Reference source not found.**'s opinion is likely to be, held to be infringing, **Error! Reference source not found.** shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and **Error! Reference source not found.**'s entire liability with respect to infringement.

9.3 DDOE agrees that **Error! Reference source not found.**'s total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or **Error! Reference source not found.** negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to **Error! Reference source not found.**.

In no event shall **Error! Reference source not found.** be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if **Error! Reference source not found.** has been advised of the likelihood of such damages.

10. Employees.

10.1 **Error! Reference source not found.** has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by **Error! Reference source not found.** in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of **Error! Reference source not found.** who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, **Error! Reference source not found.** shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. **Error! Reference source not found.** shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance

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with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 **Error! Reference source not found.** acknowledges that **Error! Reference source not found.** and any subcontractors, agents or employees employed by **Error! Reference source not found.** shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 **Error! Reference source not found.** shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, **Error! Reference source not found.** has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1 DDOE may suspend performance by **Error! Reference source not found.** under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to **Error! Reference source not found.** at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay **Error! Reference source not found.** its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. **Error! Reference source not found.** shall not perform further work under this Agreement after the effective date of suspension. **Error! Reference source not found.** shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by **Error! Reference source not found.** for any cause other than the error or omission of the **Error! Reference source not found.**, for an aggregate period in excess of 30 days, **Error! Reference source not found.** shall be entitled to an equitable adjustment of the compensation payable to **Error! Reference source not found.** under this Agreement to reimburse **Error! Reference source not found.** for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

13. Termination.

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after **Error! Reference source not found.** is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

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13.3 If termination for default is effected by DDOE, DDOE will pay **Error! Reference source not found.** that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to **Error! Reference source not found.** at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of **Error! Reference source not found.**'s default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event **Error! Reference source not found.** shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of **Error! Reference source not found.** assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of **Error! Reference source not found.** to fulfill contractual obligations it is determined that **Error! Reference source not found.** has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and **Error! Reference source not found.** provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to **Error! Reference source not found.**, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by **Error! Reference source not found.** or any agent or representative of **Error! Reference source not found.** to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against **Error! Reference source not found.** it could pursue in the event of a breach of this Agreement by **Error! Reference source not found.**

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

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15.1 Any attempt by **Error! Reference source not found.** to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by **Error! Reference source not found.**, without prior written approval of DDOE.

15.3 Approval by DDOE of **Error! Reference source not found.**'s request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve **Error! Reference source not found.** of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 **Error! Reference source not found.** shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by **Error! Reference source not found.**, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of **Error! Reference source not found.**'s request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

Error! Reference source not found. and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and **Error! Reference source not found.** with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

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19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 **Error! Reference source not found.** may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, **Error! Reference source not found.** shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. **Error! Reference source not found.** shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 **Error! Reference source not found.** covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **Error! Reference source not found.** further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 **Error! Reference source not found.** acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. **Error! Reference source not found.** recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare **Error! Reference source not found.** in breach of the Agreement, terminate the Agreement, and designate **Error! Reference source not found.** as non-responsible.

20.6 **Error! Reference source not found.** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 **Error! Reference source not found.** shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the

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Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit **Error! Reference source not found.**'s performance and records pertaining to this Agreement at the **Error! Reference source not found.** business office during normal business hours.

21. Insurance.

21.1 **Error! Reference source not found.** shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. **Error! Reference source not found.** shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, **Error! Reference source not found.** hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Surviving Clauses

The following clauses survive the termination of this Contract: Section 9.

24. Governing Law.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. **Error! Reference source not found.** consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: DDOE:	Error! Reference source not found., David Blowman Associate Secretary, Financial Management and Operations Delaware Department of Education John G. Townsend Building 401 Federal Street, Suite 2 Dover, DE 19901 Phone No. (302) 735-4040 Fax No. (302) 739-7768
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DOE Certificated Staff coordinating activity:

Next Page for Signatures.

STATE OF DELAWARE
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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Error! Reference source not found.

Delaware Department of Education

(Official of Vendor)
Project Manager

David Blowman, (or Designee) Date
Associate Secretary,
Financial Management and Operations

Date

Initial Finance Director

(Official of Vendor)
Principal Investigator

Branch Associate Secretary Date

Date

Date _____
Initial Work Group
Director

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **Three (3)** paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Three (3)** electronic copies of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).



RFP 2018-03

Appendix B

Delaware

21st Century Community Learning Centers

2018 Subgrant Application

Cohort 16

Program Title

School Partner

Lead Person

Title

LEA Name

Address

Phone Number

Email

Community Partner(s)

Lead Person

Title

Partner Agency Name

Address

Phone Number

Email

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

Table of Contents

Total of 225 points

Section 1 Executive Summary 3 points

Section 2 Application Information 0 points

Basic Information
Center Information
Center Operation
Priorities

Section 3 Collaboration and Partnerships 12 points

Collaboration and Partnership Questions
Collaboration and Partnerships Responsibility Checklist
Collaboration and Partnerships Form

Attachment:

Memorandum(a) of Understanding (MOU) 3 points

Section 4: Program Management 42 points

Agency Background and Capacity
Management and Organizational Structure
Program Communication
Personnel
Participant Recruitment, Enrollment, Attendance, Behavior,
and Discipline Policies
Equitable Access and Transportation
Non-Public Schools
Office of Childcare Licensing

Attachment:

Nonpublic School Intent to Participate Letter(s) 0 points

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

Section 5 Program Design	81 points
Needs Assessment	
Goals, Objectives, and Strategies – Goal #1 - School Year	
Goals, Objectives, and Strategies – Goal #1 - Summer	
Goals, Objectives, and Strategies – Goal #2 - School Year	
Goals, Objectives, and Strategies – Goal #2 - Summer	
Goals, Objectives, and Strategies – Goal #3 - School Year	
Goals, Objectives, and Strategies – Goal #3 - Summer	
Section 6 Program Delivery	45 points
Youth Development Practices	
School Year Program Schedule	
Summer Program Schedule	
Section 7 Evaluation Plan	15 points
Section 8 Fiscal Management, Budget, and Sustainability	12 points
DDOE Sub-subgrant Application Form	0 points
DDOE FFATA Data Collection Form	0 points
<i>Attachment:</i>	
<i>Budget Pages</i>	<i>12 points</i>
Section 9 Assurances, Certifications, and Signatures	0 points

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

Scoring Sheet

Application #: _____ Requested Funding: \$ _____

Applicant Agency: _____

School(s): _____

If any of the below sections are missing and /or the participant's feeder school has a poverty level lower than 40%, application will not be reviewed.

Overall Scoring Chart		
<i>Project Sections</i>	<i>Maximum Points</i>	<i>Reviewer Score</i>
Section 1: Executive Summary	3	
Section 3: Collaboration and Partnerships	12	
Section 4: Program Management	42	
Section 5: Program Design	81	
Section 6: Program Delivery	45	
Section 7: Evaluation Plan	15	
Section 8: Fiscal Management, Budget, and Sustainability	12	
Attachment: Memorandum(a) of Understanding (MOU)	3	
Attachment: Budget Pages	12	
Total Points	225	

Applicants must have scored a minimum of **191** (or 85% of) total points
to be considered for funding.

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

Competitive Priorities Scoring Chart	Points	Score
The application primarily serves students who attend schools that are eligible as Title I schoolwide programs (40% or higher poverty level, based on the Expanded Poverty definition)	Must have but 0 points	0
The application reflects opportunities for families to actively and meaningfully engage in their children's education (A component of this may include family member and caregiver literacy programs)	20	
The application serves students who attend schools identified who have not met AYP or AMOs of the Flexibility Request (pursuant to section 1116 of Title I)	20	
The application is submitted jointly by an LEA receiving funds under Title I AND at least one community-based organization	20	
Middle and/or high school programs for students in grades 7 through 12 (Other grades in the middle school configuration may also be included)	20	
Programs targeted to students in the Appoquinimink, Brandywine, Colonial, Delmar, and/or Smyrna School District's geographic areas (to continue to offer geographical diversity to Delaware's 21 st CCLC program)	10	
Programs that propose to have a cost per student that is \$2,300 or less	10	
The application targets populations not currently being served in 21 st CCLC before or after school programs either as the sole targeted group or as part of the targeted population	5	
Programs that propose to go above the minimum number of weeks	5	
Programs that propose to go above the minimum number of days per week	5	
Programs that propose to go above the minimum number of hours per session	5	
Programs that propose to go above the minimum number of sessions	5	
Total Points	125	

Deduction Points for Current or Past Grantee	Points	Score
Site observation citations regarding program quality	-10	
Lack of program sustainability	-10	
Delay in starting the program	-10	
Low enrollment and/or attendance	-10	
Money returned and/or inappropriately spent	-10	
Total Deduction Points	-50	

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

Introduction

Overview

The purpose of the 21st Century Community Learning Centers (21st CCLC) program is to establish or expand community learning centers that provide students with enrichment opportunities during those times school is not in session. 21st CCLC centers can be located in elementary or secondary schools or other similarly accessible community facilities. 21st CCLC must provide a range of high quality services to support student learning and development. These services may include tutoring and mentoring, homework help, academic enrichment, music, arts, sports, cultural activities, and community service opportunities. At the same time 21st CCLC centers must serve the families of participating students through family literacy programs.

Authorized under Elementary and Secondary Education Act (ESEA), as amended Title IV Part B, the program's specific purposes are to:

- Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low performing schools, to meet state and local student achievement standards in core academic subjects, such as reading and mathematics.
- Offer students a broad array of additional services, programs and activities such as youth development activities, drug and violence prevention programs, counseling programs, art, music, recreation, technology education program and character education programs that are designed to reinforce and complement the regular academic program of participating students.
- Offer opportunities for literacy and related educational development to families of participating students.

Eligible entities must collaborate with Local Education Agencies (LEAs) when applying for funds. It should also be noted that this subgrant is intended to be written in collaboration with partners. Partnering schools and other agencies are to be included in the implementation discussion.

VIII. Eligible Applicants

This competition is open to local school systems, interagency, interdepartmental, community and faith-based or other private or public organizations, or a consortium of two or more of the aforementioned, proposing to provide services to students, and families of students, who primarily attend schools eligible for Title I schoolwide programs or schools that serve a high percentage of students from low-income families. The list of eligible public schools can be found on the 21st CCLC website.

IX. Subgrant Awards

Subgrant awards are made for one year, with the possibility of up to 4- one year extensions, if achieving intended outcomes, and are contingent upon satisfactory progress toward goals and availability of federal funds. Federal requirements mandate a minimum subgrant contract award of \$50,000 annually. All application proposals must contain a strong justification for the amount of funds being requested and must show the costs are reasonable and necessary to carry out the program's purposes. The Delaware Department of Education reserves the right to negotiate subgrant award amounts with all sub-grantees. 21st CCLC funds may supplement but NOT SUPPLANT existing funding or programs.

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

The amount of subgrant award will be based on projected average daily attendance figures and the tables below:

Full Year programs (Summer and School Year), minimum 150 sessions, 360 hours:

Subgrant Request	Projected Average Daily Attendance
\$240,000	75 – 99 students
\$320,000	100 – 124 students
\$400,000	125+ students

Any subsequent years of the subgrant award will be based on actual average daily attendance figures. This may alter or terminate the amount of the subgrant award. The funding table may change from year-to-year, based on available funds provided to the state.

Principles of Effectiveness

The U.S. Department of Education requires the following programming principles are utilized by all 21st CCLC sites. Therefore, the Delaware Department of Education's 21st CCLC Application has been designed to include processes that implement the following guidelines:

- provides an assessment of objective data about community needs for the activity;
- uses performance measures established by the local district/school/community;
- uses scientifically-based research that provides evidence that the program or activity will be effective or innovative with the likelihood of success; and
- provides periodic evaluation of the results used to improve the program or activity.

High Quality Program Characteristics

Researchers and afterschool practitioners have found that effective programs combine academic, enrichment, cultural, and recreational activities to guide learning and engage youth. They have demonstrated that programs designed to meet the particular needs of the communities they serve are the most effective. According to the U.S. Department of Education publication *Working for Children and Families: Safe and Smart After School Programs*, nine components are generally present in high quality afterschool programs. These include:

- Goal setting and strong management;
- Quality afterschool staffing-volunteers and regular staff;
- Low staff/student ratios;
- Attention to safety, health and nutrition issues;
- Effective partnerships with community-based organizations, juvenile justice agencies, law enforcement and youth groups;
- Strong involvement of families in program development, implementation and improvement;
- Coordinated learning with the regular school day;

Delaware 21st Century Community Learning Centers
2018 – 2019 Subgrant Application Cohort 16

- Linkages between school-day teachers and afterschool personnel; and
- Regular evaluation of progress and effectiveness for program improvement.

X. Allowable Activities

Each applicant that receives an award may use the funds to carry out a broad array of high quality before and after school activities (or activities during other times when school is not in session) that complement the students' regular academic program. Allowable activities include:

- Remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement;
- Mathematics and science education activities;
- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services and mentoring programs;
- Programs that provide before and after school program activities for limited English proficient students that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library services;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow students to improve their academic achievement; and
- Drug and violence prevention programs, counseling programs, and character education programs.

XI. Reports

Subgrantees will be required to submit the following:

- Start-up report 45 days after the subgrant award date;
- Annual expenditure report 45 days after the end of the project budget period. A final report of expenditures will be required within 45 days of the subgrant ending date each year. If the subgrantee is not part of the First State Financial (FSF), Quarterly Financial Reports must also be submitted.
- Annual federal performance report entered in the Federal database system.
- Annual Evaluation Report included with each year 21st CCLC Continuation Plan. A final Evaluation Report will be required within 45 days of the subgrant ending date each year.
- Report any circumstance that may jeopardize the continued operation of the program, including financial difficulty. In the event that the subgrantee is unable to continue operation of the program any property purchased with 21st CCLC funds shall be returned to DDOE.

Application Process

To be considered, all applications must be submitted in writing and respond to the items outlined in the RFP. The State reserves the right to reject any non-responsive or non-conforming applications. Each application must

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be submitted with three (3) paper copies and three (3) electronic copies on CD or DVD media disk, or USB memory drive.

Applications submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines:

- Typewritten;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked applications are to be sent to DDOE and received no later than **2:00 PM** (Local Time) on **January 10, 2018**. The applications may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Meaghan Brennan
Education Associate, Financial Reporting and Contracting
Delaware Department of Education
401 Federal St, Ste 2
Dover, DE 19901

A. Vendors are directed to clearly print “BID ENCLOSED” and “RFP # DOE – 2018-03 – 21st Century Community Learning Centers” on the outside of the bid submission package.

Any application submitted by US Mail shall be sent by either certified or registered mail. Applications must be received at the above address no later than **2:00 PM** (Local Time) on **January 10, 2018**. Any application received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any application shall not be disclosed as to be made available to competing entities during the negotiation process.

XII.

Applications will be reviewed as submitted with no late revisions accepted. Incomplete applications will not be reviewed or considered for funding.

XIII. Where to Obtain Assistance:

The instructions contained in these materials are issued by the Delaware Department of Education, which is the sole point of contact in the state for this program. All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below;

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communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Meaghan Brennan

Education Associate, Financial Reporting and Contracting

Delaware Department of Education

401 Federal St, Ste 2

Dover, DE 19901

Email: Meaghan.Brennan@doe.k12.de.us

The 21st CCLC subgrant application and budget workbook are available in electronic format on the Department of Education's 21st CCLC website.

XIV. Awards Final

Decisions regarding applications selected for award are final.

XV. Application Review Process

The review of applications will be a two-part process:

XVI. Pre-review

- Applications shall be submitted by the required deadline. Late applications or faxed applications **will not** be reviewed. Written applications shall be pre-screened for submission requirements and inclusion of all required sections. Applications not meeting all submission requirements **will not** be reviewed.
- Applications will be screened for completeness and adherence to application and program requirements.

Review

Eligible applications will then be reviewed and scored by peer reviewers using the 21st CCLC scoring rubric included in the application package. Prospective applications must have a minimum of 191 points (after the multiplier for summer and school-year only programs). Statistical analysis of peer review scores will be completed and successful applications are determined based on score ranking and available funds.

The peer reviewers will be comprised of persons with experience in such areas as out-of-school programs, reading/language arts, mathematics, and strategies to improve the success of at-risk students or school improvement.

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Peer reviewers will attend a training session prior to reviewing the applications. Persons involved in the development of an application or associated with a district or agency submitting an application will not serve as reviewers.

XVII. Non-Discrimination Statement:

The Delaware Department of Education is an equal opportunity employer. It does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran's status in employment, or its programs and activities. Inquiries regarding nondiscrimination policies should be directed to: Human Resource Officer; Human Resource Office; Delaware Department of Education; 401 Federal Street, Suite 2; Dover, DE 19901. (302) 735-4030 doehr@doe.k12.de.us

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Section I: Executive Summary

3 points

This information will be used to inform the public, including families, caregivers, students, school and program staff, the community and other stakeholders about this 21st CCLC subgrant application.

Briefly describe a high-level overview of the impact of the program, including:

- what this 21st CCLC program does (its mission and vision) for students, families, and the school(s);
- goals, intended outcomes, and any measurable results that show positive results;
- what makes this 21st CCLC program unique, including particular design elements, objectives, activities, and the services this 21st CCLC provides; and
- other notable characteristics of this 21st CCLC program.

This is the 30-second “elevator pitch speech” that one would use to inform potential supporters about this 21st CCLC program. This executive brief should be interesting, memorable, and succinct. It should explain what makes this program unique. It should reflect the enthusiasm and energy the staff and participants share about this 21st CCLC program.

One page limit for this section

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Executive Summary	The Executive Summary does not include key pieces of the program (including location(s) and implementation timeframe) and/or goals and may also describe content not seen elsewhere or in direct conflict with what is in the plan. It is over one page in length.	The Executive Summary includes information on the program’s mission, vision, unique characteristics, and goals, but key information is missing. It is not interesting, memorable, or succinct. It is one page or less in length.	The Executive Summary includes all key programmatic pieces (including mission, vision, unique characteristics, goals, etc. It is somewhat interesting, memorable, and succinct. It is one page or less in length.	“Good” criteria and: The Executive Summary paints a clear picture of intended participant outcomes. It is thoroughly interesting, memorable, and succinct. It is one page or less in length.

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Section 2 – Application Information

Basic Information			
Status Lead Agency and Fiscal Agent (please check)			
<input type="checkbox"/> School District		<input type="checkbox"/> Private Non-Profit Agency	
<input type="checkbox"/> Faith-Based Agency		<input type="checkbox"/> Private For-Profit Agency	
<input type="checkbox"/> Other (please explain):			
Lead Agency and Fiscal Agent:			
Address:			
City, State:		Zip:	
Telephone Number:		Fax Number:	
E-mail Address:			
Federal Employee ID #:		Child Care License # (unless exempt school):	
Past Or Current 21 st CCLC Subgrantee <input type="checkbox"/> Yes <input type="checkbox"/> No			
Program Director:		Telephone Number:	
E-mail Address:		Fax Number:	
Subgrant Start Date: May 1, 2018	Subgrant End Date: April 30, 2019	Amount Requested: \$	
Anticipated School Year Enrollment:		Anticipated Summer Enrollment:	
Anticipated Average Daily School Year Attendance:		Anticipated Average Daily Summer Attendance:	
Anticipated total unduplicated number of students to be served 2018 – 2019 (30 days or more):			
Total Cost Per Student Per Year: \$			
List the school district(s) this program primarily will serve:		Please check as many as apply: <input type="checkbox"/> Establishment of a new program <input type="checkbox"/> Expansion of an existing program <input type="checkbox"/> Current 21st CCLC Subgrantee <input type="checkbox"/> New 21 st CCLC Subgrantee	
Check the county(ies) this program primarily will serve: <input type="checkbox"/> New Castle <input type="checkbox"/> Kent <input type="checkbox"/> Sussex			
Activities will primarily serve students and/or their families attending schools with at least a 40% poverty rate		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Application reflects a partnership between school/school district and community agency		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Assurances have been signed as required		<input type="checkbox"/> Yes <input type="checkbox"/> No	

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Section 2: Application Information

Center Information – SCHOOL YEAR

Center Name (where services are provided)	Number of Students Served by Center Site	School Building(s) and District of Target Student Population	Targeted Student Population - Grade Levels and Subgroups	School Building Principal Printed Name and Signature*
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

*Must have live signature

If space is needed to list more than 5 participating centers/ school, use additional copies of this page

Center Information – SUMMER

Center Name (where services are provided)	Number of Students Served by Center Site	School Building(s) and District of Target Student Population	Targeted Student Population - Grade Levels and Subgroups	School Building Principal Printed Name and Signature*
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

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	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

*Must have live signature

If space is needed to list more than 5 participating centers/ school, use additional copies of this page

Services to be provided: *(check all that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Adult Family Member Involvement and Literacy
<input type="checkbox"/> Attendance Recovery
<input type="checkbox"/> Counseling Services
<input type="checkbox"/> Dance/Drama/Fine Arts/Music
<input type="checkbox"/> Entrepreneurial Activities
<input type="checkbox"/> Health, Nutrition, Wellness
<input type="checkbox"/> Mentoring
<input type="checkbox"/> Reading/Literacy/Language Arts
<input type="checkbox"/> Tutoring
<input type="checkbox"/> Other –explain: | <input type="checkbox"/> Community Service
<input type="checkbox"/> Cultural Activities/Social Studies
<input type="checkbox"/> Drug and Violence Prevention
<input type="checkbox"/> Expanded Library Services
<input type="checkbox"/> Leadership
<input type="checkbox"/> Physical Fitness, Recreation, Sports
<input type="checkbox"/> STEM-Science, Technology, Engineering, and Math
<input type="checkbox"/> Youth Development/Character Education |
|--|--|

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Section 2: Application Information

Center Operation

Before-School Program			
Grade Level:			
Number of Weeks:	Days per Week:	Hours/Session:	Total Hours of Operation:
Number Paid Staff:	Number of Volunteers:	Number of Sessions:	
Afterschool Program			
Grade Level:			
Number of Weeks*:	Days per Week: <i>(Minimum of 4):</i>	Hours/Session: <i>(Minimum of 2):</i>	Total Hours of Operation*:
Number Paid Staff:	Number of Volunteers:	Number of Sessions*:	
Summer Program			
Grade Level:			
Number of Weeks*: <i>(Minimum of 4):</i>	Days per Week <i>(Minimum of 4):</i>	Hours/Session <i>(Minimum of 3):</i>	Total Hours of Operation*:
Number Paid Staff:	Number of Volunteers:	Number of Sessions*:	
Weekend Program			
Grade Level:			
Number of Weeks:	Days per Week:	Hours/Session:	Total Hours of Operation:
Number Paid Staff:	Number of Volunteers:	Number of Sessions:	
Total			
Total Number of Weeks*: <i>(Minimum of 37):</i>		Grand Total Number of Hours of Operation*: <i>(Minimum of 360):</i> _____	
Total Number of Sessions*: <i>(Minimum of 150):</i>		Total Cost per Session: _____	

Please describe any times that the program will not be held, except for school holidays. Please justify any late program openings or early program closings that do not align with the school's regular student days of operation:

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Section 2: Application Information

Priorities:

	Name of school	Name of school	Name of school	Name of school
Absolute Priorities:				
The school building to be served is eligible for Title I schoolwide programs (40% or higher poverty level).	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Competitive Priorities:				
The application reflects opportunities for families to actively and meaningfully engage in their children's education. (A component of this may include family member and caregiver literacy programs.)	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
The application serves students who attend schools identified who have not met AYP or AMOs of the Flexibility Request (pursuant to section 1116 of Title I).	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
The application is submitted jointly by an LEA receiving funds under Title I AND at least one community-based agency.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
The application targets populations not currently being served in 21 st CCLC programs, either as the sole targeted group, or as part of the targeted population.	<input type="checkbox"/> <input type="checkbox"/> YES NO Population	<input type="checkbox"/> <input type="checkbox"/> YES NO Population	<input type="checkbox"/> <input type="checkbox"/> YES NO Population	<input type="checkbox"/> <input type="checkbox"/> YES NO Population
This application serves middle and/or high school programs for students in grades 7 through 12. (Other grades in the middle school configuration may also be included.)	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
This application targets students in the Appoquinimink, Brandywine, Colonial, Delmar, and/or Smyrna School District's geographic areas (in order to continue to offer geographical diversity to Delaware's 21 st CCLC program).	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Programs that propose to go above the minimum number of weeks.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Programs that propose to go above the minimum number of days per week.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Programs that propose to go above the minimum number of hours per session.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Programs that propose to go above the minimum number of sessions.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO
Programs that propose to have a cost per student that is \$2,300 or less.	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO	<input type="checkbox"/> <input type="checkbox"/> YES NO

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Section 3: Partnerships and Collaborations

12 points

1. How will the program establish and maintain a partnership between the program staff, the school staff, and the community partner, including aligning curriculum and activities, sharing information (such as academic levels and testing, behavior, and homework topics), and allocating, sharing, and storing space and resources? What data will be required from, used by, and shared between the program and the school?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
School Staff Partnerships	The application gives little or no detail about how the program will establish and maintain a partnership between the program staff, the school staff, and the community partner. There is little, if any, detail about the alignment of curriculum and instruction or the sharing of space and resources. The sharing of data may be mentioned but the application is non-specific about data to be shared, by whom, and how it will be used.	The application explains the partnership between the program staff, the school staff, and the community partner. It commits, with some detail, to the alignment of curriculum and instruction as well as how space and resources will be shared through the partnership. The partners have committed to the sharing of specific data but nature of its use is not clear.	The application outlines the nature of the partnership between the program staff, the school staff, and the community partner. The partners have determined how best to align the curriculum and instruction and identified the space and resources to be shared through the partnership. Specific data has been identified to be shared between the program staff, the school staff, and the community partner for the purposes of improving academic outcomes for student participants.	The application clearly details the partnership between the program staff, the school staff, and the community partner, including the process and timeline for continuous engagement in the partnership and explains the sharing of data, space, and resources specific to meeting the program's identified goals and objectives. The application details the specific data to be shared as well as provides a clear understanding for why the selection and sharing of the identified data is meaningful to improving academic outcomes for student participants.

2. How will the program establish and maintain a partnership with families, including participation in the program, volunteering, serving on advisory boards, and creating a welcoming environment?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Family Partnerships	The application gives little or no detail about how the program will establish and maintain a partnership with families. There is little, if any, detail about how the program will welcome families to participate in programming or volunteer.	The application explains broadly how the program will reach out to the families of student participants and maintain those partnerships to support improved student outcomes. The program explains, with little detail, how it will establish a welcoming environment for	The application clearly outlines the actions the program will take to establish and maintain partnerships with families. In forming these relationships, the program has detailed how it will engage families to participate in programming	"Good" criteria and: The application explicitly outlines opportunities for families to serve in advisory roles for the program.

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		families to participate in programming and volunteer. Though little detail is given as to specific family services or volunteer opportunities.	and support their participation such that the program environment is welcoming and encourages an ongoing partnership.	
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3. How will the program establish and maintain a partnership with the community, including community members, community organizations and groups, and community cultural resources?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Community Partnerships	The application gives little or no detail about how the program will establish and maintain a partnership with the community. There is little, if any, explanation as to the value the identified partnerships will bring to student participants or the program.	The application identifies actions for establishing and maintaining partnerships with the community but provides little explanation as to the value of the identified partnerships will bring to student participants and the program.	The application details how and when the program will act to establish and maintain partnerships with the community. The value of the partnerships established will bring to student participants and the program is clear.	"Good" criteria and: The application includes detail as to how and when the program will evaluate community partnerships to maximize their value to students and program for the purposes of ensuring the program meets its goals and objectives.

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Section 3: Partnerships and Collaborations

Responsibility Checklist – The principal, afterschool program director, and other partners should complete this checklist together.

Task	Responsibility of the Building Principal	Responsibility of the Afterschool Program Director	Responsibility of Another Partner (identify who)	Shared Responsibility (indicate how)
Leads Program Advisory Committee, including recruiting students, parents/care givers, school staff, program staff, and community members.				
Secures space for afterschool activities.				
Obtains license from the Office of Childcare Licensing, if applicable.				
Informs classroom teachers that their classrooms will be used. (Don't forget classified staff, particularly custodians.)				
Provides supplies and materials for afterschool programs (ex. paper, copier, books, computers, postage, and laminator).				
Handles discipline issues that arise in the afterschool program.				
Communicates with parents about content of the afterschool program.				
Recruits students for afterschool programs.				
Decides which activities will be provided.				
Involves school staff in curriculum and activity development.				
Hires and supervises afterschool program staff.				
Registers/orients participants for afterschool programs.				
Communicates with classroom teachers and parents about homework.				
Provides professional development for afterschool staff members.				
Manages the afterschool budget and submits budget reports to Delaware Department of Education (DDOE).				
Collects fees from students and develops/ raises program funds.				
Develops an evaluation framework; collects and analyzes data; reports evaluation results.				
Shares information about the program with the school community, Board of Education, and general public.				

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Section 3 - Collaborations and Partnerships

3 points

Collaboration and Partnerships Form	
<p>The 21st Century Community Learning Centers subgrants require a strong partnership between at least one school serving a high proportion of low-income students and one community-based agency. The List of 21st CCLC Eligible Schools 2016 – 2017 Title I Status and Low Income is posted on this site: https://www.doe.k12.de.us/Page/1058</p> <p>List each member of the partnership and give a brief description of what each agency has committed to the program. Check the appropriate box if the agency will receive funds from this subgrant.</p>	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment:	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	

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Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Responsibility Checklist and Collaborations and Partnerships Form	The Responsibility Checklist and Collaborations and Partnerships Form have not been filled out at all or there are multiple instances of missing information.			The Responsibility Checklist and Collaborations and Partnerships Form have been filled out, with little or no missing information.

Memoranda of Understanding (MOU)

3 points

Memoranda of Understanding (MOU), though not legally binding, should describe clearly the specific commitments of staff, services, facilities, equipment, or resources provided by each partner, including estimating monetary value. The MOU should also document the process for the collection and sharing of required school-related indicators including school attendance and academic achievement.

Attach an MOU for each partner listed in “Section 3 – Partnerships and Collaborations” to this subgrant application.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Memorandum of Understanding	The MOU is blank or not entirely completed.	Each partner is included in one or more MOU. Each MOU is barely filled out, with descriptions of scope and purpose of the program, duties of the partners, meeting parameters, funding arrangements, and any other considerations, but there may be parts truncated or details missing in one or more areas.	Each partner is included in one or more MOU. Each MOU is filled out, with descriptions of scope and purpose of the program, duties of the partners, meeting parameters, funding arrangements, and any other considerations, but there may be a lack of clarity in one or more areas.	Each partner is included in one or more MOU. Each MOU is filled out in its entirety, with very clear descriptions of scope and purpose of the program, duties of the partners, meeting parameters, funding arrangements, and any other considerations.

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Section 4: Program Management

42 points

Agency Background and Capacity

1. Summarize the lead agency's mission, history, past performance, and promise of success in providing educational and related activities that will complement and enhance the academic achievement and positive student development of the targeted population.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Past Performance	The application gives little or no detail about the lead agency's prior experience, successful or otherwise, in providing educational and related activities that enhance the academic achievement and positive student development. The population served by the lead agency is unclear, nonspecific, or different from the targeted population.	The application demonstrates, with little programmatic detail, the lead agency's prior experience providing educational and related activities to the targeted population. The positive impacts of this programming on student achievement and positive student development, however, is not clearly demonstrated.	The application clearly details the lead agency's prior programmatic experience serving the targeted population and the positive impacts of its work on academic achievement and positive student development.	"Good" criteria and: It is clear how this experience will shape future programming to benefit the target population.

2. Describe the capacity of the lead agency to manage the program successfully, including any past 21st Century Community Learning Center experience. If in the past 21st CCLC subgrant administration there were barriers or problems, address how the program plans to address these for this subgrant.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Lead Agency Capacity	The application gives little or no detail about the capacity of the lead agency to manage the program.	The application broadly describes the capacity of the lead agency to manage the program successfully. Little information is given about the agency's prior experience as a 21 st Century Community Learning Center or leading a similar program for the targeted population.	The application clearly details the lead agency's capacity to manage the program successfully. Drawing from prior experience implementing a 21 st Century Community Learning Center subgrant or a like program, the agency has identified its successes and barriers to meeting its goals.	"Good" criteria and: The application details "lessons learned" from the lead agency's prior experience in implementing a 21 st CCLC subgrant or like program and how those lessons have improved its capacity to implement this subgrant if awarded.

3. Does the lead agency have any audit findings? If so, please describe the situations that caused the audit findings and the documented actions that have cleared these findings. Attach copies of the audit findings and the documented actions that have cleared these findings. (This question is worth all points or no points.)

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Audit Findings & Resolution	The lead agency has not responded OR the lead agency has not demonstrated that audit findings have been cleared.			The lead agency's has demonstrated that all audit findings have been resolved with supporting documentation OR the lead agency had no audit findings.

Management and Organizational Structure

4. Describe the management and organizational structure of this 21st CCLC program, including advisory board membership that reflects the representation of all key stakeholders. Provide information about the advisory board's meeting schedule that will allow the program to accomplish its goals and objectives.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Management & Organizational Structure	The application provides little to no detail about the management and organizational structure of this 21st CCLC program. The program does not have an advisory board or the board's membership is not comprised of all key stakeholders including students and families.	The application includes an outline of the management and organizational structure with roles clearly outlined. The program has identified all key stakeholders, including student and family representatives, to provide representation on its advisory board.	The application clearly describes, with details that include roles and responsibilities, the management and organizational structure of this 21st CCLC program. Additionally, the application details the role of the advisory committee in decision-making and the key stakeholders, including student and family representatives, to sit on the committee.	"Good" criteria and: The application includes the timeline and objectives for the advisory board's meetings such that the meetings will inform the programming and allow the program to accomplish its goals and objectives.

Program Communication

5. Describe the program's communication goals and how the program will communicate effectively with families, school staff, and the community. Describe the plans to disseminate and market information about the program to appropriate populations.

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Communication Strategy	The applicant's plan for communicating to stakeholders and possible participants is too high-level to be meaningful. The plan does not target all stakeholders and/or the goals of the communication plan are not clear for each group of stakeholders.	The applicant's communication plan targets all the key stakeholders (families, students, daytime and afterschool school staff, and community partners) but the goals of communicating to each group are not explicit. Communication largely appears to be one way.	The applicant's communication plan has clear goals for marketing the program and disseminating information to the appropriate stakeholder groups.	"Good" criteria and: The applicant's communication plan includes strategies for two-way communication between the applicant and key stakeholders. The goals for communicating with each stakeholder group includes meaningful targets for engagement as appropriate.

6. Describe how the community was given notice of intent to submit this application and how the community can view the completed subgrant application. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Intent to Submit Application	The application does not include, or there is little detail about, the applicant's intent to submit its application for a 21 st Century Community Learning Center and how the community can view the completed subgrant application.			The application includes how the community was given notice of the applicant's intent to submit its application for a 21 st Century Community Learning Center and includes how/where the community can view the completed subgrant application.

Personnel

7. Describe the staffing for proposed activities and services, including brief job descriptions of key staff. Describe how highly qualified and effective people will be recruited and selected for these program positions.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Staffing	The applicant provides little or no detail about how it will recruit select and select highly qualified and effective staff to implement the program.	The applicant describes, at a high-level, how it will recruit and select staff identified as being key to implementing the program. However, the applicant does not provide full job descriptions of key staff for the program.	The applicant details how it will recruit and select staff identified as being key to implementing the program. Each key staff position includes a brief job description aligned to the proposed activities and services that the staff will manage.	"Good" criteria and: The applicant links specific recruitment and selection strategies to key staff positions such that the program will recruit and retain highly qualified and effective people to lead the program.

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8. Describe how the program will encourage and use appropriately qualified individuals to serve as volunteers.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Volunteers	The applicant provides little or no detail about how it will recruit and use appropriately qualified individuals to serve as program volunteers.	The applicant's plan to recruit and use appropriately qualified individuals to serve as volunteers is too high-level to be meaningful. The applicant does not meaningfully link the recruitment of highly qualified volunteers to specific program activities and services.	The applicant details an explicit plan to recruit and use appropriately qualified individuals to serve as volunteers for specific program activities and services.	"Good" criteria and: The applicant includes opportunities for recognizing highly qualified volunteers for their service to the program.

9. Describe the policies and procedures for background checks and other safety and security measures being implemented for the program. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Policies & Procedures (Background Checks and Safety)	The application includes little, to no, policies and procedures for background checks and other safety measures being implemented for the program.			The applicant's policies and procedures for background checks and other safety and security measures are clear and specific. Background checks are required for all program staff and volunteers.

10. Provide a professional development plan for staff and volunteers.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Professional Development	The application does not include, or there is little detail about, a professional development plan for staff and volunteers.	The professional development plan for staff and volunteers is too high-level to meaningfully understand how the professional development will impact the improvement of the activities and services the program proposes to provide.	The professional development plan proposed by the applicant is clear and specific to the needs of staff and volunteers in effectively implementing the activities and services the program proposes to provide.	"Good" criteria and: The professional development plan is differentiated for volunteers and key staff.

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Participant Recruitment, Enrollment, Attendance, Behavior, and Discipline Policies

11. Describe the policies and procedures that address participant recruitment, enrollment, attendance, behavior, and discipline.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Policies & Procedures	The application does not detail the policies and procedures of lead agency in recruiting and enrolling participants. The application does not provide policies and procedures for addressing attendance, behavior, and discipline issues.	The application includes policies and procedures that address participant recruitment and enrollment. The standards for recruitment and enrollment, however, are not explicit. The policies and procedures for attendance, behavior, and discipline are broad and/or overly punitive in nature.	The application includes policies and procedures that address participant recruitment and enrollment. The standards for recruitment and enrollment are explicitly detailed in the policies and procedures. The policies and procedures for attendance, behavior, and discipline are detailed and reinforce positive behaviors. The application includes how the program will communicate and reinforce its stated policies and procedures to students and families.	"Good" criteria and: The application outlines, as a part of the policies and procedures, how the program will decline a potential attendee's application that does not meet the program's standards prior to enrollment. The policies and procedures include systems of recognition for good attendance and behavior.

Equitable Access and Transportation

12. Describe how equitable access to and participation in the 21st CCLC program for students, family members, and teachers will be ensured, including people with special needs. Describe how equitable access to and participation in the 21st CCLC program for students, family members, and teachers regardless of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran's status will be ensured.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Equitable Access & Participation	The applicant provides little, or non-specific details, about how it will ensure equitable access to and participation in the 21st CCLC program for all members of the targeted population.	The applicant provides assurances that students, families, and teachers will be able to access and participate in the 21st CCLC program with particular attention given to ensuring access and participation in the program by people with special needs.	The applicant explicitly addresses, in detail, the actions it will take to ensure equitable access to and participation in the 21st CCLC program for students, family members, and teachers regardless of special needs.	"Good" criteria and: The applicant details how it will encourage the participation of students, family members, and teachers with diverse experiences and backgrounds to participate in the 21st CCLC program.

13. Describe how students will travel safely to and from the program, including between program sites and home. Tell which members of the partnership are responsible for scheduling transportation

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arrangements (including any contractual services) and which members of the partnership are responsible for the financial costs associated with transportation, even if it is an in-kind resource.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Transportation To and From Program	The applicant provides little or no details about how students will safely travel to and from the program sites.	The applicant provides, at a high level, how students will travel safely to and from the program sites and home. The roles and responsibilities of partners in supporting and financing transportation are not included or not specific enough to meaningfully understand how the program will ensure the safe passage of students.	The applicant clearly details how students will travel safely to and from the program sites and home. The application identifies which member(s) of the partnership is (are) responsible for scheduling transportation arrangements (including any contractual services) but no attention is given to transportation costs.	"Good" criteria and: The applicant identifies which member(s) of the partnership is (are) responsible for the financial costs associated with transportation, even if it is an in-kind resource.

Non-Public Schools

14. Federal law mandates that non-public school administrators are consulted in a timely and meaningful manner during the design and development of the program. Describe how this was done with representatives of non-public schools who are based in the subgrant school(s) program service area. If there are no non-public schools in the program service area, indicate that. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Non-Public Schools Consultation	There is little to no detail about how non-public school administrators or representatives of non-public schools who are based in the subgrant school(s) program service area were consulted in a timely and meaningful manner during the design and development of the program.			There are no non-public schools in the program service area OR the applicant provided a detailed explanation of how non-public school administrators and representatives of non-public schools who are based in the subgrant school(s) program service area were consulted in a timely and meaningful development of the program.

Attach an “Intent to Participate” form for each non-public school in the school(s) service area to this subgrant application. (A non-public school “Intent to Participate” form for use is included in the “additional documents” for this subgrant application.)

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Office of Childcare Licensing

15. Indicate which type of arrangement the program will operate to meet Delaware Office of Child Care Licensing Requirements:

- ☐ Pursue a license through OCCL. The program must have a license if the lead agent is a non-school agency, OR if any of the 21st CCLC sites or programs will be located in places other than public school buildings, OR if the program plan as part of sustainability to use Purchase of Care.
PLEASE NOTE: If a 21st Century program is located in a public school (or schools) where the community-based agency is the lead agent of this subgrant, then that public school (or schools) **MUST BE LICENSED** by the Delaware Office of Child Care License

OR

- ☐ Obtain an exemption from OCCL. This can only be obtained if 1) the public school is the lead agent of this subgrant AND 2) all 21st Century program sites are located in public schools in that school district or charter school.

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Section 5: Program Design

81 points

Needs Assessment

Identify the target population, method of determination of need, recognize root causes, and provide supporting data as evidence. Use poverty information, academic achievement data, and other relevant data sources to detail the need.

Target Population: Students
Needs: Attendance (identify specific areas, if possible):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Target Population: Students
Needs: Academic (identify specific areas, if possible):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.

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	or not clear root causes of the item assessed).		support the identification of the root causes.	
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Target Population: Students
Needs: Afterschool Programming, Activities, and Scheduling (identify specific kinds, such as sports, arts, personal, and/or social development, etc.; days of the week, hours, how many weeks, school-year, summer):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Group: Students, Family Members, including Parents, Caregivers, Siblings
Needs: School Connectedness, Family Literacy, Family Engagement and Well-Being
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
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Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Group: Program Staff
Needs: Professional Development (identify topics):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Group: School Staff and Program Staff
Needs: Program Connectedness, Communication (identify areas):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

Group: Community (including city or town council members, faith-based leaders, business leaders, etc.)
Needs: Program Connectedness, Communication (identify areas):
Input Method (survey, focus group, program inventory, interviews, etc.):
Data:
Data Sources:
Root Causes:
Desired Program Outcomes:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

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Goals, Objectives, and Activities

1. Please describe what your 21st CCLC program will do for the “**Lights On Afterschool**” nationwide celebration on October 25, 2018. Describe how this event or events will highlight the many ways your quality afterschool program supports children, families, schools, and the community. What activities will be included? Who will be invited? At what time will you be celebrating? What media coverage will be solicited?

“Lights On Afterschool” events, like afterschool programs, come in all shapes and sizes, from stadium rallies and town parades to open houses and program tours. Your event can give students a chance to showcase the skills they learn and talents they develop at your afterschool program; including ways to spotlight the fun, educational, hands-on activities that your quality afterschool program offers and the ways your program keeps kids safe, inspires them to learn and helps working families. This event can also highlight your local partners and rally your community’s support.

Here is a partial list of activities that could be included at your celebration:

- *Student-created and led activities like skits, dance, music and poetry;*
- *Selling items to raise funds for your program;*
- *Student demonstrations of afterschool activities, for example: yoga, basketball, karate, mural painting, chess, debate;*
- *Contests and competitions (kids versus adults or kids versus kids);*
- *Special guest speakers: parents, local elected officials, the superintendent, mayor, a member of Congress, local celebrities, etc.;*
- *Presentations by youth about their afterschool experience; and*
- *A healthy snack or dinner*

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Lights On Afterschool	The applicant does not provide details regarding the Lights On Afterschool event.	The applicant's identified Lights On Afterschool event is too high-level to be understood or implemented.	The applicant's identified Lights On Afterschool event includes sufficient detail including activities, invitees, location, publicity, and how the event will highlight the 21 st CCLC program.	"Good" criteria and: The applicant's identifies Lights On Afterschool event includes active, meaningful participation of families and other guests with students in the program, in addition to any "audience" portions of the event.

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Program Plan Goals, Objectives, and Activities– Goal #1 - School Year

Goal #1: Improve school attendance and increase academic achievement of participating students in one or more academic areas.			
School Year Program Start Date:		School Year Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #1: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of participants who improve attendance and classroom performance; and/or who decrease disciplinary action or other negative behaviors. 2. Number of participants who improve in class participation during school and homework completion. 3. Number of participants who improve on classroom grades and state assessments in English Language Arts and Mathematics. 4. Other:			
Data to Measure Progress: <ul style="list-style-type: none"> • Attendance Records • Discipline Records • Teacher Survey including <ul style="list-style-type: none"> ○ Class participation ○ Homework completion • State Assessment in English Language Arts and Mathematics • Classroom grades in English Language Arts and Mathematics • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to improved attendance and academic achievement.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the	The applicant includes objectives but they are not clear, which makes	The applicant includes objectives that are specific,	"Good" criteria and: The desired outcome is clear

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	objectives are not measurable.	measuring progress toward meeting the objectives confusing/unclear.	measurable, attainable, realistic, and time-bound.	and predictive of success for the target group.
Activities	The applicant does not include activities that will help the program reach its stated goal.	The applicant includes activities to be implemented that will help the program reach its stated goal. The targeted population, number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	The applicant includes activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.	The applicant includes very detailed activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.

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Program Plan Goals, Objectives, and Activities – Goal #1 - Summer

Goal #1: Improve school attendance and increase academic achievement of participating students in one or more academic areas.			
Summer Program Start Date:		Summer Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #1: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of participants who improve attendance and classroom performance; and/or who decrease disciplinary action or other negative behaviors. 2. Number of participants who improve in class participation during school and homework completion. 3. Number of participants who improve on classroom grades and state assessments in English Language Arts and Mathematics. 4. Other:			
Data to Measure Progress: <ul style="list-style-type: none"> • Attendance Records • Discipline Records • Teacher Survey including <ul style="list-style-type: none"> ○ Class participation ○ Homework completion • State Assessment in English Language Arts and Mathematics • Classroom grades in English Language Arts and Mathematics • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to improved attendance and academic achievement.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the	The applicant includes objectives but they are not clear, which makes	The applicant includes objectives that are specific,	"Good" criteria and: The desired outcome is clear

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	objectives are not measurable.	measuring progress toward meeting the objectives confusing/unclear.	measurable, attainable, realistic, and time-bound.	and predictive of success for the target group.
Activities	The applicant does not include activities that will help the program reach its stated goal.	The applicant includes activities to be implemented that will help the program reach its stated goal. The targeted population, number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	The applicant includes activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.	The applicant includes very detailed activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.

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Program Plan Goals, Objectives, and Activities – Goal # 2 – School Year

Goal #2: Increase school connectedness of participants, including families, caregivers, and school teachers and staff.			
School Year Program Start Date:		School Year Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #2: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of Parent/Caregiver and Family meetings, phone calls, and correspondence. 2. Number of School Teacher and other staff meetings, phone calls and correspondence. 3. Number of Family Engagement Opportunities. 4. Other:			
Data to Measure Progress : <ul style="list-style-type: none"> • Parent/Caregiver and Family Attendance and Sign-In Records • Parent/Caregiver Communication Log • School Communication Log • Family/Caregiver & School Teacher Surveys • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #2, ultimately leading to increased school connectedness of participants, including families, caregivers, and school teachers and staff.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the objectives are not measurable.	The applicant includes objectives but they are not clear, which makes measuring progress toward meeting the objectives confusing/unclear.	The applicant includes objectives that are specific, measurable, attainable, realistic, and time-bound.	"Good" criteria and: The desired outcome is clear and predictive of success for the target group.
Activities	The applicant does not include activities that will	The applicant includes activities to be implemented	The applicant includes activities that will help the	The applicant includes very detailed activities that will

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	help the program reach its stated goal.	that will help the program reach its stated goal. The targeted population, number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.	help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.
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Program Plan Goals, Objectives, and Activities – Goal # 2 - Summer

Goal #2: Increase school connectedness of participants, including families, caregivers, and school teachers and staff.			
Summer Program Start Date:		Summer Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #2: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of Parent/Caregiver and Family meetings, phone calls, and correspondence. 2. Number of School Teacher and other staff meetings, phone calls and correspondence. 3. Number of Family Engagement Opportunities. 4. Other:			
Data to Measure Progress : <ul style="list-style-type: none"> • Parent/Caregiver and Family Attendance and Sign-In Records • Parent/Caregiver Communication Log • School Communication Log • Family/Caregiver & School Teacher Surveys • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #2, ultimately leading to increased school connectedness of participants, including families, caregivers, and school teachers and staff.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the objectives are not measurable.	The applicant includes objectives but they are not clear, which makes measuring progress toward meeting the objectives confusing/unclear.	The applicant includes objectives that are specific, measurable, attainable, realistic, and time-bound.	"Good" criteria and: The desired outcome is clear and predictive of success for the target group.
Activities	The applicant does not include activities that will	The applicant includes activities to be implemented	The applicant includes activities that will help the	The applicant includes very detailed activities that will

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	help the program reach its stated goal.	that will help the program reach its stated goal. The targeted population, number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.	help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.
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Program Plan Goals, Objectives, and Activities – Goal # 3 – School Year

Goal #3: Increase the capacity of participants to become productive adults.			
School Year Program Start Date:		School Year Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #3: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of high quality educational and enrichment opportunities provided by this 21 st CCLC that help build lifelong skills in areas such as nutrition and health, art, music, technology, and physical education, literacy, science, and other areas: _____ 2. Other:			
Data to Measure Progress : <ul style="list-style-type: none"> • Attendance Records • Participant Surveys/Focus Group Discussion • Number of Sessions • Program Schedules • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #3, ultimately leading to increased capacity of participants to become productive adults.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the objectives are not measurable.	The applicant includes objectives but they are not clear, which makes measuring progress toward meeting the objectives confusing/unclear.	The applicant includes objectives that are specific, measurable, attainable, realistic, and time-bound.	"Good" criteria and: The desired outcome is clear and predictive of success for the target group.
Activities	The applicant does not include activities that will help the program reach its stated goal.	The applicant includes activities to be implemented that will help the program reach its stated goal. The targeted population,	The applicant includes activities that will help the program reach its stated goal. The targeted population, number and	The applicant includes very detailed activities that will help the program reach its stated goal. The targeted population, number and

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		number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.	length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.
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Program Plan Goals, Objectives, and Activities – Goal # 3 – Summer

Goal #3: Increase the capacity of participants to become productive adults.			
Summer Program Start Date:		Summer Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #3: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of high quality educational and enrichment opportunities provided by this 21 st CCLC that help build lifelong skills in areas such as nutrition and health, art, music, technology, and physical education, literacy, science, and other areas: _____ 2. Other:			
Data to Measure Progress : <ul style="list-style-type: none"> • Attendance Records • Participant Surveys/Focus Group Discussion • Number of Sessions • Program Schedules • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to increased capacity of participants to become productive adults.			
<u>Detailed Activities</u>	<u>Targeted Population</u>	<u>Number and Length of Sessions</u>	<u>Staff Responsible</u>
1.			
2.			
3.			
4.			
5.			

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the objectives are not measurable.	The applicant includes objectives but they are not clear, which makes measuring progress toward meeting the objectives confusing/unclear.	The applicant includes objectives that are specific, measurable, attainable, realistic, and time-bound.	"Good" criteria and: The desired outcome is clear and predictive of success for the target group.
Activities	The applicant does not include activities that will help the program reach its stated goal.	The applicant includes activities to be implemented that will help the program reach its stated goal. The targeted population, number and length of	The applicant includes activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff	The applicant includes very detailed activities that will help the program reach its stated goal. The targeted population, number and length of sessions, and staff

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		sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.	responsible are included and it is relatively clear how these activities will realize the program goal.	responsible are included and it is extremely clear how these activities will realize the program goal.
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Section 6: Program Delivery

45 points

Youth Development Practices

1. Describe how the program will create a warm and welcoming environment. Provide any policies, procedures, activities, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Warm & Welcoming Environment	The applicant provides little or no detail about how it will create a warm and welcoming environment.	The applicant's description of an environment, supervised by adults during hours of operation based on families' schedules, with activities that promote a healthy lifestyle, is vague and lacking sufficient details.	The applicant's description of an environment, supervised by adults during hours of operation based on families' schedules, that is rich with activities that participants can name and that promotes a healthy lifestyle contains some detail. Procedures that ensure safety are detailed, in addition.	The applicant's description of an environment, supervised by adults during hours of operation based on families' schedules, that is rich with activities that participants can name and that promotes a healthy lifestyle is clearly detailed. And, the applicant also details how participant individuality, culturally and linguistically or otherwise, will be respected and supported, including procedures that ensure safety.
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

2. Describe how the program will build supportive relationships and opportunities for students to belong. Provide any policies, procedures, activities, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Supportive Relationships & Opportunities to Belong	The applicant provides little or no detail about how it will build supportive relationships and opportunities for students to belong.	The applicant details how the program will emphasize belonging and membership, in the near and long-term, with activities that allow for participants to interact in a variety of ways. The applicant, however, is not clear on how staff will intentionally build and	The applicant details how the program will emphasize belonging and membership, in the near and long-term, with activities that allow for participants to interact in a variety of ways. The applicant also details how staff will intentionally build and promote relationships	"Good" criteria and: The program offers a mix of one-on-one interactions and large-group activities focused on character development.

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		promote relationships characterized by honesty and respect.	characterized by honesty and respect.	
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

3. Describe how the program will support positive behaviors. Provide any rules, guidelines, plans, activities, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Positive Behaviors	The applicant provides little or no detail about how it will engage students in setting a climate that promotes positive behaviors and sets behavior standards.	The applicant provides, though at a high level, how it will engage students in setting a climate that promotes positive behaviors and sets behavior standards. Little attention is given to engaging students in defining and implementing conflict resolution strategies.	The applicant provides explicit opportunities for engaging students in setting a climate that promotes positive behaviors and sets behavior standards for the program and individual activities as well as in defining and implementing strategies for resolving conflicts.	"Good" criteria and: The program provides for family input in setting program and behavior standards as well as in defining and implementing strategies for resolving conflicts.
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

4. Describe how the program will provide youth engagement opportunities and offer students choices. Provide any strategies, procedures, activities, and background information that influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Youth Engagement Opportunities	The applicant provides little or no detail about how it will provide youth engagement opportunities.	The applicant provides, though at a high level, how it will provide youth engagement opportunities. Little attention is given to details on how to implement these opportunities.	The applicant provides many details for providing and implementing youth engagement opportunities, including strengthening relationships among youth, increasing social confidence, introducing experiential	The applicant provides explicit, clear details for providing and implementing youth engagement opportunities, including strengthening relationships among youth, increasing social confidence,

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			learning, which may include increasing youth financial skills and/or service learning that gives back to the community, although some details may remain unclear.	introducing experiential learning, which may include increasing youth financial skills and/or service learning that gives back to the community.
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

5. Describe how the program will provide students with opportunities for authentic decision-making. Provide any strategies, procedures, activities, and background information that influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Authentic Decision Making	The applicant provides little or no detail about how it will engage students in deciding authentic experiences and outcomes.	The applicant provides, though at a high level, how it will engage students in deciding authentic experiences and outcomes. Little attention is given to age-appropriate decision-making.	The applicant provides explicit opportunities for engaging students to have ownership and control in deciding authentic experiences and outcomes. Sufficient attention is given to age-appropriate decision-making.	"Good" criteria and: The program provides for students to see linkages to learning experiences and the consequences of those choices.
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

6. Describe how the program will provide students with opportunities for youth leadership. Provide any volunteer processes, activities, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Youth Leadership	The applicant provides little or no detail about the opportunities it will provide for students for youth leadership.	The applicant provides, though at a high level, opportunities for participants to take on leadership roles within the program.	The applicant provides explicit opportunities for participants to take on age-appropriate leadership roles within the program.	"Good" criteria and: The applicant identifies and promotes opportunities for age appropriate participant leadership with partnering entities.

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Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.
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7. Describe how the program will make time for reflection (that is "careful thought or consideration of an idea or event, with the intent of making change or focusing on improvement"). Provide any methods, procedures, activities, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Participant Reflection	The applicant provides little or no detail about the opportunities it will provide for students to reflect on their academic activities.	The applicant provides, though at a high level, opportunities for participant reflection on activities and learning. It is unclear, however, how these opportunities for reflection are meaningfully linked to participant articulated goals and their progress toward meeting those goals.	The applicant details specific opportunities for participant reflection on activities and learning that are meaningfully linked to participant articulated goals and their progress toward meeting those goals.	"Good" criteria and: Participants, upon reflection, are given opportunities to journal or otherwise write and record their ideas and thoughts on the program and self-improvement.
Supportive Activities	The applicant provides little or no detail about how activities will meet youth in regard to their development, skill level, readiness, or interest.	Activities referenced do not appear to meet youth in regard to their development, skill level, readiness, or interest. Methods are vague or are in conflict with hands-on, active opportunities to learn.	Activities referenced meet youth in regard to their development, skill level, readiness, and interest. Methods include hands-on opportunities to interact with materials, make connections, and discover new ideas.	"Good" criteria and: Examples are given where activities are connected with participant's school-day subject content and participants' preferences.

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School Year Program Schedule				
# of Weeks:		# of Sessions:	Start Date:	End Date:
	<i>Time</i>	<i>Activity (Please ensure the described activity align to the program's stated goals, objectives, and strategies.)</i>	<i># of Participants</i>	<i># of Staff</i>
<i>Monday</i>				
<i>Tuesday</i>				
<i>Wednesday</i>				
<i>Thursday</i>				
<i>Friday</i>				

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Summer Program Schedule				
# of Weeks:		# of Sessions:	Start Date:	End Date:
	<i>Time</i>	<i>Activity (Please ensure the described activity align to the program's stated goals, objectives, and strategies.)</i>	<i># of Participants</i>	<i># of Staff</i>
<i>Monday</i>				
<i>Tuesday</i>				
<i>Wednesday</i>				
<i>Thursday</i>				
<i>Friday</i>				

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The Program Schedule will be reviewed based on completeness.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Program Schedule (School Year and/or Summer)	The program schedule is not detailed and lacks alignment to the work of the program.	The program schedule is aligned to the work the program propose to do in most sections of the application.	The program schedule is somewhat detailed and aligned to the work the program propose to do in most sections of the application, including the goals and objectives of the program.	The program schedule is explicitly detailed and aligned to the work the program propose to do in all sections of the application, including the goals and objectives of the program.

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Section 7: Evaluation

15 points

1. What is the program's framework for evaluating its performance toward meeting its goals and objectives? Indicate connections with the elements in Section 5: Program Design. The framework, at a minimum, should include:
 - a.) The elements of the proposed program that will be evaluated;
 - b.) The systematic process for collecting and analyzing the necessary data to conduct a robust evaluation of the program;
 - c.) The data (including school-level student data) to be collected and a timeline for the collection and analysis of the data.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Elements Evaluated	The plan to evaluate the program does not specifically identify the elements of the program that will be evaluated. The elements identified are high-level and not meaningfully aligned to the proposed program.	The plan to evaluate the program identifies the elements of the program that will be evaluated but the elements are not clearly defined. And/or not all key components of the proposed program are identified for evaluation.	The plan to evaluate the program identifies and clearly defines the elements of the program that will be evaluated. Not all key components of the proposed program are identified for evaluation.	"Good" criteria and: The elements identified for evaluation align to all key components of the proposed program.
Data Collection & Analysis	The applicant describes in little, to no, detail its process for collecting and analyzing the data necessary to conduct a robust evaluation of the program.	The applicant's plan for collecting and analyzing the necessary data to conduct a robust evaluation of the program is high-level but non-specific. The process for the collection and analysis is not systematic.	The applicant details a systematic process for collecting and analyzing the data necessary to conduct a robust evaluation of the program.	"Good" criteria and: The applicant includes a timeline for collecting and analyzing the requisite data for conducting its evaluation.
Data	The applicant does not identify the specific data to be collected for analysis or only a few, if any, data are identified, aligned to the elements of the program that the applicant proposes to evaluate.	The applicant identifies specific data to be collected for analysis but there are gaps in the data to be collected in order to adequately evaluate the elements identified for evaluation by the applicant.	The applicant identifies all the specific data to be collected for analysis aligned to the elements to be evaluated by the applicant.	"Good" criteria and: The source of the data to be collected is identified for each piece of data included in the proposed plan for evaluation.

2. How will the results of the evaluation be used to improve the performance of the program (shape the activities, structures, and resource allocations)?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Program Improvement	The applicant's plan for improving the performance of the program based on the results of the evaluation includes little, to no, detail.	The applicant's plan to use the results of the evaluation to improve the performance of the program includes non-specific detail as to how the results will impact the allocation of resources or improve the delivery of programming.	The applicant's plan for using the results of the evaluation to improve the performance of the program clearly details how the results will impact the allocation of resources or improve the delivery of specific services.	"Good" criteria and: The applicant explicitly links the results of specific indicators to be evaluated to the resources and services that will be improved based on specific evaluation outcomes.

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3. How will the evaluation findings be shared with students, parents and other family members, program staff, school staff, and the community?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Dissemination	The applicant's plan for sharing the findings of its evaluation with relevant stakeholders contains little, to no, detail.	The applicant outlines a plan for disseminating evaluation findings to stakeholders but the plan is not differentiated by stakeholder group and the actions to be taken are mostly, if not all, passive.	The applicant's plan for disseminating evaluation findings to stakeholders is differentiated by stakeholder group but dissemination efforts are mostly, if not all, passive.	"Good" criteria and: The applicant details meaningful ways to actively disseminate evaluation findings and engage stakeholder groups around the results.

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Section 8 Fiscal Management, Budget, and Sustainability

12 points

Prepare a budget (using the separate budget pages provided) that will adequately cover program expenses, and then answer the following:

1. Describe the program's financial procedures and accounting practices.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Procedures & Practices (Financial & Accounting)	The program's financial procedures and accounting practices are not included in the application or the procedures and practices, as presented, are unclear.	The program's financial procedures and accounting practices are presented but key details, such as who manages the implementation of procedures and practices, are missing.	The program's financial procedures and accounting practices are explicitly detailed (including who manages implementation of procedures and practices as well as the levels of review and approval authority for the spending of funds).	"Good" criteria and: The plan an internal annual fiscal review that includes an analysis of program's return on investment, as a part of its financial procedures and accounting practices.

2. Describe the adequacy of support including facilities, equipment, supplies, and other resources and assets from the lead agency and all partners.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Adequacy of Support	The application does not clearly identify the resources and assets from the lead agency and all partners.	The application identifies the resources and assets (including facilities, equipment, and supplies) to be contributed from the lead agency and all partners.	The application identifies the resources and assets broken out by category (including facilities, equipment, and supplies) to be contributed from the lead agency and all partners.	"Good" criteria and: The application identifies any unmet needs where subgrant funds will be used to support its effective implementation of the proposed program.

3. Describe the extent to which the costs are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Reasonability Given Size and Scope	The applicant does not include an analysis, or the analysis is vague, of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program and the proposed scope of the program and its ability	The application includes a high-level analysis of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program and the proposed scope of the program. The analysis, however, has gaps and the	The application includes a clear and specific analysis of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program and to the proposed scope of the program. It is reasonably	"Good" criteria and: The application identifies any unmet needs where subgrant funds will be used to support its effective implementation of the proposed program and ensure that the program can achieve its intended results.

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	to achieve the anticipated results..	costs appear unreasonable in relation to the proposed size of the program and its ability to achieve the anticipated results, based on the resources allocated, is not clear.	clear that, based on the resources allocated, the program can achieve its anticipated results. The costs appear to be reasonable in relation to the proposed size of the program.	
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4. Provide a preliminary plan for how the program will continue after funding ends. Provide specific information on how other funds or services will replace 21st CCLC funding beyond year 5. *For example, personnel costs in the original subgrant cost may be provided by volunteers from a partnering agency or tutors are being paid through LEA Title I funds.*

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Sustainability	There is not a long-term plan for how the program will continue after funding ends or the plan presented contains few, if any, specific details on how to approach sustaining the proposed program activities.	The plan for sustaining the program after the funding ends is general in nature and does not include a timeline, or potential revenue sources, for sustaining the program aligned to the proposed programmatic activities.	The plan for sustaining the program after the funding ends includes a timeline that details the long-term plan for sustaining the program aligned to the proposed programmatic activities.	"Good" criteria and: The plan includes potential resources, including sources of revenue, for sustaining the program aligned to the proposed programmatic activities.

Attach the Budget Pages to this subgrant application.

12 points

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Salaries and Other Employee Costs (OEC)	The budget does not include all the relevant salaries and Other Employee Costs.	The budget items are all included for this category but are not fully understandable or relevant to this program.	The budget items are all included for this category and are fully understandable and relevant to this program. For salaries, the title of each position and % of Full-Time Equivalent (for full-time staff) or number of days and hours per week, with hourly rate are given for each position. Budget items are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.
Travel and Contracted Services	The budget does not include all the necessary travel costs and costs associated with contracted services.	The budget items are all included for this category but are not fully understandable or relevant to this program.	The budget items are all included for this category and are fully understandable and relevant to this program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including

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			For contracted service items, vendor names, type of services, and duration (number of days, sessions, etc.) are given. For travel items, the names and positions of staff traveling, conference names, and purposes are given. Budget items are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.	program and school staff, parents, and community members.
Audit Fees and Indirect Costs	The budget does not include all the necessary audit fees and indirect cost items.	The budget items are all included for this category but are not fully understandable or relevant to this program.	The budget items are all included for this category and are fully understandable and relevant to this program. Budget items are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.
Supplies and Materials and Capital Outlay	The budget does not include a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program.	The budget includes a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program but the items are not fully understandable or relevant to this program.	The budget includes a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program and the items are fully understandable and relevant to this program. For supplies, line items over \$1000 are detailed in item description, quantity, and purpose. Budget items are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.



Delaware
Department
of Education

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**Delaware Department of Education
FFATA Data Collection Form for Sub-Awardees**

The Federal Funding Accountability and Transparency Act (FFATA), requires entities receiving financial assistance through Federal awards (including contracts, sub-contracts, subgrants and sub-subgrants) to report selected information to be published on usaspending.gov. As a prime awardee, Delaware Department of Education is required to file FFATA reports on a monthly basis. Funds will not be issued in the absence of the following information.

Title of Federal Subgrant:	21 st CCLC	Sub-Award Amount:	\$
CFDA#:	84.287	PR/Award or FAIN:	S287C160052
Federal Sponsor	US DOE	Sub-Award Number:	
Sub-Award Start Date:	5/1/2018		

SUB-AWARDEES

Provide the following information as it appears in the Central Contractor Registration (CCR)

Sub-Awardees Name: _____

DUNS Number: _____

Address: _____
Street

City **State** **Zip + 4 digit**
(required)

Place of Performance:
(If different than above) **Street**

City **State** **Zip + 4 digit**
(required)

Sub-Award Project Description **(provide enough information to given the public a good idea of the purpose and intended outcomes of the sub-award):**

Total compensation of Sub-Awardees' top five executives is required if all the following conditions are true:

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- **More than 80% of annual gross revenues from the Federal government, and those revenues are greater than \$25M annually, and**
- **Compensation information is not publicly available**

If both statements are true, please list the names and total compensation of your business/organization's five most highly compensated officers:

Name	Total Compensation

Provide contact information for the person completing this form should follow-up be necessary. Incomplete or missing information will delay the release of funding. .

PREPARED BY:
Name:
Title:
Phone Number:
Email:

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Section 9 – Assurances, Certifications, and Signatures

*The following pages contain the Assurances that must be signed and dated by the Superintendent or Chief Executive Officer of the Local Education Agency and the Chief Executive Officer of the Community Agency Partner. Please read and **check off all assurances carefully**. These assurances dictate financial requirements that must be adhered to by the subgrantee. Funds will not be disbursed until and unless a signed copy of these Assurances are received by the Delaware Department of Education (DDOE). Please check the following 34 assurances, indicating an agreement:*

The Applicant assures that:

- ☐ 1. The program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- ☐ 2. The control of funds provided under 21st Century Community Learning Centers program and title to property acquired with program funds will be in a school district, public agency, for-profit agency, or a non-profit private agency, institution, or agency.
- ☐ 3. The school district, public agency, for-profit agency, non-profit agency, institution or agency will administer those funds and property to the extent required by the Delaware Department of Education. Records concerning financial accounting and program evaluation will be maintained by the applicant agency and will be available for review by program auditors for at least three years past the final year of the 21st CCLC.
- ☐ 4. The applicant will adopt and use proper methods of administering each such program, including the:
a) enforcement of any obligations imposed on agencies, institutions, organizations, and other recipients responsible for carrying out each program, b) correction of deficiencies in program operations that are identified through audits, monitoring or evaluations, c) adoption of written procedures for the receipt and resolution of complaints in the administration of programs.
- ☐ 5. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, funds paid to the subgrantee under the 21st Century Community Learning Centers program.
- ☐ 6. The program will take place in a safe and easily accessible facility.
- ☐ 7. The program will continue to be designed, developed, planned, implemented, and evaluated in active collaboration with all the partner agencies, including the administrators and teachers from the schools that the students attend. The 21st CCLC will be linked with the school day.
- ☐ 8. The transportation and program access for all students will be addressed and provided by the 21st CCLC funds if not provided from another source of funds.
- ☐ 9. The school district will provide access of pertinent student data to the applicant and partnering agencies.

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- ☐ 10. Attendance records will be maintained for each student receiving services in the 21st CCLC.
- ☐ 11. Students will be tagged in the eSchool Plus statewide pupil accounting system by school or district personnel.
- ☐ 12. Required data will be entered into the 21st CCLC APR Federal database system by the grantee. This information will be used to annually evaluate the program and will be used to make decisions about appropriate changes in programs for the subsequent year.
- ☐ 13. The program will primarily target students who attend schools eligible for Title I school-wide programs under Section 1114 and families of such students.
- ☐ 14. The applicant will cooperate in carrying out any evaluation of the program conducted by state and federal officials.
- ☐ 15. Funds granted for this program will not supplant federal, state, local or non-federal funds.
- ☐ 16. The community was given notice of intent to submit an application and the completed application and any waiver request(s) will be available for public review after submission.
- ☐ 17. The program will ensure equitable participation of nonpublic school participants if those students are part of the target population. The applicant will consult with officials of nonpublic schools in a meaningful and timely manner; and provide nonpublic participants genuine access to equitable services.
- ☐ 18. The programs and services provided under this subgrant will be operated so as not to discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran status.
- ☐ 19. Programs and projects funded in total or in part through this subgrant will operate in compliance with state and federal laws, program statutes, rules, and regulations, including but not limited to the 1964 Civil Rights Act and amendments, Title IX of the Education Amendment of 1972, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 85, 86, 97, 98, and 99, the General Education Provision Act (GEPA), the American with Disabilities Act, the Drug-Free Workplace Act of 1988, and OMB Circular 2 CFR Part 220 and Part 225. Subgrantees are responsible for adhering to all applicable fiscal and programmatic regulations.
- ☐ 20. Entities receiving \$500,000 or more of federal funds assure that an annual financial and compliance audit have been completed in accordance with OMB Circular A-133 or A-128, whichever is applicable. Copies of any audit findings and the documented actions to clear these findings must be included in this 21st CCLC subgrant application.

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- ☐ 21. The Delaware Department of Education (DDOE) may as it deems necessary, supervise, evaluate, and provide guidance and direction to the subgrantee in the conduct of activities performed under this subgrant; however, failure of DDOE to supervise, evaluate, or provide guidance and direction shall not relieve the subgrantee of any liability for failure to comply with the terms of the subgrant award.
- ☐ 22. All program staff who work with children will have undergone the requirements outlined in the Delaware Criminal Background Check for Public Schools Related Employment and Office of Child Care Licensing Regulations.
- ☐ 23. Any printed (or other media) description of programs and/or program activities will state that the program and/or activity is fully (or partially) funded by the US Department of Education's 21st Century Community Learning Center Program.
- ☐ 24. Subgrantee will retain records of its financial transactions (including receipts), accounts, program operation, and evaluation relating to this subgrant for a period of three years after termination of the subgrant agreement and will make such records (including receipts) available for inspection and audit by authorized representatives of DDOE.
- ☐ 25. Subgrantee will receive prior written approval from the DDOE program manager before implementing any programmatic changes with respect to the purpose for which the subgrant was awarded. Amendments will be accepted during the following periods: August 1 - August 15; December 1 - December 15; and June 1 - June 15. Amendments are submitted via e-mail for approval to the Delaware 21st CCLC State Coordinator.
- ☐ 26. Subgrantee will repay any funds that have been determined through the federal or state audit process to have been misspent, unspent, misapplied, or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or state government.
- ☐ 27. Subgrantee will, as part of this subgrant, create an advisory council or steering committee of all major partners who will meet on a regular basis to assist in continuous program improvement.
- ☐ 28. Any remaining, unspent funds must be returned to the Department of Education within 75 days from the subgrant end date. If actual expenditures within any reporting category exceed the higher of 15% or \$5,000 of the budgeted amount, the subgrantee must briefly explain why as part of a budget amendment. A similar explanation is required if expenditures of \$5,000 or more are made within a reporting category for which no expenditures were budgeted. There are no extensions or carry-overs allowed.
- ☐ 29. If subgrantee is not part of the Delaware First State Financial System (FSF), it is assured that Quarterly Financial Reports will be submitted to DDOE.

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- ☐ 30. The 21st CCLC subgrantee will actively recruit eligible students to maintain or exceed its projected enrollment. If the actual average daily enrollment of the subgrantee program is less than 75 students, the subgrant award may be terminated.
- ☐ 31. Subgrantee assures that the Center(s) will be meeting Delaware Office of Child Care License Regulations by the start date cited on the forms. The subgrantee acknowledges that the amount awarded to the subgrantee will be prorated, based upon the date when the program can begin (following the approval of the Delaware Office of Child Care License) if it is a later date than the start date included in this continuation application. The only exemption for this assurance is in situations where 1) the public school is the lead agent of this subgrant AND 2) all 21st Century program sites are located in public schools in that school district or charter school. PLEASE NOTE: If a 21st Century program is located in a public school (or schools) where the community-based agency is the lead agent of this subgrant, then that public school (or schools) MUST BE LICENSED by the Delaware Office of Child Care License.
- ☐ 32. The subgrantee will submit a self-assessment in December and June of each year and will submit an annual evaluation report within 45 days of the subgrant end date.
- Annual Evaluation Report** - Each 21st CCLC program must submit to the Delaware 21st CCLC State Coordinator the following items as its Annual Evaluation:
- the current **Annual Performance Report (APR) Summary** from the Federal database system reflecting data through the subgrant end date,
 - the final **Expenditure Report**
 - *Must show Total Budget line for every column, which should match the amounts in the original subgrant and Subgrant Award Notice (SAN).*
 - *Must show Total Expenditures for every column, which should match your program's financial records for all expenditures. Ideally, the grand total should equal the grand total of the Total Budget amount.*
 - *If actual expenditures within any reporting category exceed the higher of 15% or \$5,000 of the budgeted amount, the subgrantee should briefly explain why. A similar explanation is required if expenditures of \$5,000 or more are made within a reporting category for which no expenditures were budgeted.*
 - the **Evaluation Responses**
- ☐ 33. At least one person from each 21st CCLC subgrant site will attend all required DDOE-sponsored technical assistance and professional development meetings.
- ☐ 34. At least one person from each 21st CCLC subgrant site will attend a state, regional, or national conference on quality programming for school-age students in extended-day learning opportunities, such as the 21st Century Community Learning Centers Summer Institute.

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We, the undersigned, certify that the information contained in this Delaware 21st Century Community Learning Centers Subgrant Application is complete and accurate to the best of our knowledge; that the necessary assurances of compliance with applicable state and federal statutes, rules, regulations will be met; and, that the indicated lead agency designated in this application is authorized to administer this subgrant.

We further certify that the 34 assurances listed above have been satisfied and will be adhered to, and that all facts, figures, and representation in this application are correct to the best of our knowledge.

Live Signature of:

Superintendent or Chief Executive Officer of the
Local Education Agency

Printed Name:

Local Education Agency:

Date:

Live Signature of:

Chief Executive Officer of the Community Agency

Printed Name:

Community Agency:

Date:

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Attachments:

Memoranda of Understanding (MOU):

3 points

Memoranda of Understanding (MOU), though not legally binding, should describe clearly the specific commitments of staff, services, facilities, equipment, or resources provided by each partner, including estimating monetary value. The MOU should also document the process for the collection and sharing of required school-related indicators including school attendance and academic achievement.

Attach a MOU for each partner listed in “Section 3 – Partnerships and Collaborations.”

Intent to Participate Letter

Federal law mandates that non-public school administrators are consulted in a timely and meaningful manner during the design and development of the program.

Attach an Intent to Participate form for each non-public school in the school(s) service area.

Budget Pages

12 points

Prepare a budget that is justified in “Section 8: Fiscal Management, Budget, and Sustainability” that will adequately cover program expenses. The requested amount should be appropriate and reasonable for the size and scope of the program.

Attach the Budget Pages.

Memorandum of Understanding

between

Partner

and

Partner

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **Partner** and the **Partner** who are providing services and/or financial support to the 21st CCLC program.

Partner name:

Partner representative:

Position:

Address:

Telephone:

Fax:

E-mail:

Partner name:

Partner representative:

Position:

Address:

Telephone:

Fax:

E-mail:

Purpose

The purpose of this MOU is to establish an agreement among the above mentioned parties concerning their respective roles and responsibilities for implementation of a 21st Century Community Learning Center (CCLC) subgrant.

This agreement is to establish and coordinate joint processes and procedures for the provision of the 21st CCLC program (including summer, before school, weekends, evenings, in-service days, vacation breaks, etc.) for students, family engagement activities, staff development, supervision, and program evaluation.

21st Century Community Learning Centers Vision and Overview

Since the MOU is intended to describe and detail how partners will contribute to the

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establishment and maintenance of the afterschool program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the 21st CCLC investment:

Duties of Parties

In this section, the responsibilities and agreements of each party is described separately.

For the **lead agency or organization**, the responsibilities and agreements could include:

- ☐ *Serve as the fiscal agent for the grant;*
- ☐ *Provide needed support including office space, telephone use, and computer use for afterschool staff;*
- ☐ *Provide classroom space and all other appropriate space to accommodate the afterschool program;*
- ☐ *Provide custodial support, office support, and other appropriate support to ensure the program runs smoothly and that children are safe afterschool;*
- ☐ *Be responsible for purchasing necessary materials/supplies for designated components in accordance with the 21st CCLC budget;*
- ☐ *Support staff in trainings and professional development opportunities in areas related to afterschool programming and issues;*
- ☐ *Participate in the evaluation of the afterschool program at the local, state, and federal levels;*
- ☐ *Complete paperwork related to any association with the program;*
- ☐ *Provide access to assessment and other available data for the purposes of program evaluation;*
- ☐ *Assist the program in developing, implementing, and making progress on its sustainability plan;*
- ☐ *Recruit and refer students to the afterschool program;*
- ☐ *Participate on the Advisory Team; and/or*
- ☐ *Other:*

For the **school partner**, the following may apply:

- ☐ *Assume payroll responsibilities for afterschool positions, as budgeted;*
- ☐ *Provide classroom space and all other appropriate space to accommodate the afterschool program;*
- ☐ *Recruit and refer students to the afterschool program;*
- ☐ *Communicate and collaborate with all partners;*
- ☐ *Support the afterschool program in developing appropriate curricula, running an effective homework and/or tutoring program, and establishing clear linkages with the school day;*
- ☐ *Establish a collaborative relationship between school day staff and afterschool staff including having a significant number of school based staff committed to working in the*

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- program;*
- ☐ *Complete paperwork related to and associated with the program;*
- ☐ *Provide access to assessment and other available data for the purposes of program evaluation;*
- ☐ *Participate in the evaluation of the afterschool program at the local, state, and federal levels;*
- ☐ *Assist the program in developing, implementing, and making progress on its sustainability plan;*
- ☐ *Participate on the Advisory Team; and/or*
- ☐ *Other:*

For a **community partner**, the following may apply:

- ☐ *Provide appropriate space or programming to accommodate the afterschool program;*
- ☐ *Recruit and refer students to the afterschool program;*
- ☐ *Communicate and collaborate with all partners about rules, expectations, and norms;*
- ☐ *Communicate and collaborate with school partners about curriculum and instruction;*
- ☐ *Establish a collaborative relationship between organization staff and afterschool staff;*
- ☐ *Complete paperwork related to and associated with the program;*
- ☐ *Provide access to assessment and other available data for the purposes of program evaluation;*
- ☐ *Participate in the evaluation of the afterschool program at the local, state, and federal levels;*
- ☐ *Assist the program in developing, implementing, and making progress on its sustainability plan;*
- ☐ *Participate on the Advisory Team; and/or*
- ☐ *Other:*

Meetings

All major administrative decisions concerning policy and personnel of the afterschool program shall be brought to the Advisory Team. The Advisory Team consists of **(list partners)** and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least four times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the operations of the program. If partners cannot come to a mutual agreement, the LEA School Partner will have final decision-making authority.

Funding

Clearly describe any grant funds, the amount and category (salaries, contracted services, materials and supplies, etc.) that will be provided to the non-lead agency(s):

In addition, partners will provide (List funds and other commitments)

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Duration

The agreement is for a period of one year and may be renewed annually up to five years.

Procedures for Modification and Termination

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties. Submission of a revised MOU requires a program amendment to be submitted to the state coordinator.
- Any party of the MOU may terminate their participation in this MOU by giving written notice of intent to terminate to each of the partners. In such case, termination by one or more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.
- An individual partners' participation in the afterschool program may be terminated for non-compliance with the MOU provided the other parties provide written notice clearly outlining the reasons for the termination.

Severance Clause

If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.

Signatures

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

(Partner signature)
Partner Printed Name
Position
Organization
Date:

(Partner signature)
Partner Printed Name
Position
Organization
Date:

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XVIII. INTENT TO PARTICIPATE FORM

in 21st CCCLC during School Year _____ – _____

Nonprofit – Private School:

Due Date:

Return to:

As a private school located within the attendance areas of the _____ School District, your school is invited to participate in the following Federal Education Program. Private school students and teachers may receive benefits, services and materials from this federal education program. If your school is interested in participating in these programs, the school district will contact you to begin meaningful, substantial consultations, including discussions on practical aspects of operating federal programs.

Please place a check next to the program in which you would like your eligible students and their teachers to participate. It is important to note that some of the Federal Education Programs listed below are discretionary programs and the school district may not necessarily participate in them.

☐ **Title IV, Part B – 21st Century Community Learning Centers**

The 21st Century Community Learning Centers (21st CCLC) program provides before-and after-school services to children and their families that include academic enrichment activities, particularly for students who attend low-performing schools, to help them meet State and local student performance standards in core academic subjects.

The State Education Agency (SEA) has the basic responsibility for the administration of funds made available under Federal Education Programs. In so doing, it must provide allocations of Federal Education Programs funds to Local Education Agencies (LEAs) and some nonprofit, private schools desiring to participate in the programs in accordance with the state formula.

To complete the funding formula, it is necessary for you to provide or confirm the following data:

- *Please Note: Allocations are based on the enrollment figure reported to DOE for the Sept. 30th count and this enrollment figure cannot be changed here.*

Allocations are based on the September 30, _____ total enrollment as reported to the Delaware Department of Education.

Number of students:

Please note the following:

- 1) The 21st CCLC program lead agency **will always maintain control of the funds** and will not provide direct funding from these federal education programs to the private school.
- 2) If the private school does **not** sign and return this **Intent to Participate Form** by _____ its students, teachers, and other educational personnel will **not** be qualified to participate in services for the _____ – _____ school year.

.....
☐ **Yes, we will consult with the _____ School District and the 21st CCLC program lead agency regarding our participation in the 21st CCLC Program. I certify that the above data is accurate and verifiable by available records and that the named school is a nonprofit, private school.**

☐ **No, I am not interested in consulting with the _____ School District and the 21st CCLC program lead agency regarding participating in the 21st CCLC Program.**

Private School Name:

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Head of School Name: _____

Head of School Signature: _____

Date: _____

FORM 4D

Attachment: Budget Forms

Please use and attach a completed State of Delaware Department of Education Federal Funds Budget Form (Excel spreadsheets).